

SERVICE CONTRACT # SQ0913775

Between the

STATE OF ARIZONA,
GOVERNOR'S OFFICE FOR CHILDREN, YOUTH & FAMILIES,
DIVISION FOR SCHOOL READINESS,

And

ARIZONA DEPARTMENT OF EDUCATION
EARLY CHILDHOOD EDUCATION,
SCHOOL EFFECTIVENESS DIVISION,

This SERVICE CONTRACT (the "CONTRACT") is entered into by and between the State of Arizona, Governor's Office for Children, Youth and Families, Division for School Readiness ("GOCYF/DSR"), located at 1700 W. Washington St., Ste. 101, Phoenix, AZ 85007 and Arizona Department of Education, Early Childhood Education, School Effectiveness Division ("CONTRACTOR"), located at 1535 W. Jefferson Bin #15, Phoenix AZ 85007.

1. PURPOSE OF CONTRACT

The GOCYF/DSR desires to retain the services of CONTRACTOR solely to develop and facilitate information sharing forums statewide between Head Start grantees and Public School Agencies to help foster/maintain relationships and assist in updating Part B of the Individuals with Disabilities Education Act (IDEA) agreement for State, federal programs and public educational agencies in providing special education and related services to preschool children (ages 3 through 5) with disabilities at local levels and in updating/signing the Part B agreement at the state, tribal and regional level, and in the following amounts set forth herein.

2. WORK STATEMENT AND GENERAL PROVISIONS

The parties mutually agree as follows:

A. Compensation

Compensation indicated below for each project includes all expenses, including travel, associated with this CONTRACT. Funds for this project will be paid from the Head Start/Early Head Start Grant, CFDA# 93.600.

The CONTRACTOR shall furnish GOCYF/DSR an itemized invoice immediately following completion of the project which is to be completed due **February 15, 2009**.

Payment from the GOCYF/DSR will be made within thirty (30) business days of receipt of both the invoice and all of the deliverables, as detailed below. Payments shall comply with the requirements of A.R.S. Titles 35 and 41.

Compensation shall not exceed \$3,000.

B. Description of Services and CONTRACTOR Requirements

Part B of the Individuals with Disabilities Education Act (IDEA) sets forth requirements (including interagency collaboration and program coordination) for State and federal programs and public educational agencies in providing special education and related services to children (ages 3 through 21) with disabilities. These requirements may be met through the use of formal written agreements, shared staff and resources, interagency and intradepartmental planning and implementation, and joint staff training. Furthermore, Head Start programs must coordinate comprehensive services e.g., identification and screening activities, sharing resources, and training in accordance with the Head Start Act (42 USC 9801 et seq.) and Head Start Performance Standards (45 CFR 1308). The development of interagency agreements can pave the way for seamless and appropriate services for children and families and provides a multitude of benefits for programs and agencies as well.

The GOCYF/DSR desires to retain the services of CONTRACTOR solely to develop and facilitate information sharing forums statewide between Head Start grantees and Public School Agencies to help foster/maintain relationships and assist in updating Part B of the Individuals with Disabilities Education Act (IDEA) agreement for State, federal programs and public educational agencies in providing special education and related services to preschool children (ages 3 through 5) with disabilities at local levels and in updating/signing the Part B agreement at the state, tribal and regional level, and in the following amounts set forth herein.

1. Update the existing Part B agreement at the state, tribal and regional level. The CONTRACTOR activities will include but not be limited to:
 - a. Collaborate with the Head Start State Collaboration Office (HSSCO), the Arizona Head Start Association, and representation from Tribal Head Start programs (at minimum);
 - b. Review of existing Part B agreement/MOU language;
 - c. Include any new applicable requirements;
 - d. Include statements regarding purpose, shared responsibilities, operating principles and procedures, inventories of existing services and funding sources, dispute resolution, cross-agency training, and service coordination (e.g. transition, referral, assessment, opportunities for training);
 - e. Include clarification of interagency collaborative roles, responsibilities, and lines of communication.
 - f. Sign the Part B agreement.
 - g. Ensure the agreement is available to tribal and migrant Head Start, even if all signatures are not obtained prior to contract end date.

The project is to be completed by **February 15, 2009**.

Deliverable -- Updated and Signed Part B agreement (MOU).

2. Develop and facilitate information sharing forums statewide between Head Start grantees and Public School Agencies to help foster/maintain relationships and assist in updating Part B agreements at local levels. The CONTRACTOR activities will include but not be limited to:
 - a. Collaborate with the Head Start State Collaboration Office (HSSCO), the Arizona Head Start Association, and representation Tribal Head Start programs (at minimum);
 - b. Develop materials for forums based on updated Part B agreement including agenda, participants and facilitators materials;
 - c. Arrange on-line registration for participants
 - d. Provide food or refreshments for participants if necessary
 - e. Facilitate at least four forums between Head Start grantees and Public School Agencies;

Deliverable –List of participants attending statewide forums and their affiliation.

The project is to be completed by **February 15, 2009.**

3. **TERM OF THE CONTRACT, TERMINATION AND AMENDMENT**

A. Effective Date

This CONTRACT shall become effective only upon execution of the CONTRACT by the GOCYF/DSR and CONTRACTOR.

B. Term, Termination, Renewal

This CONTRACT shall remain in effect until February 28, 2009, unless terminated as provided herein, or extended. Either party may terminate this CONTRACT at any time by providing a thirty (30) business day written notice to the other party. This CONTRACT shall not bind nor purport to bind the GOCYF/DSR for any contractual commitment in excess of the original CONTRACT period. If the GOCYF/DSR exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period.

C. Amendment

This CONTRACT may be modified, altered, extended or amended only in writing signed by, or on behalf of, both parties or their duly authorized agents.

4. **AUDIT OF RECORDS**

Pursuant to A.R.S. § 35-214 and § 35-215, the CONTRACTOR shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the CONTRACT for a period of five (5) years after

the completion of the CONTRACT. All records shall be subject to inspection and audit by the GOCYF/DSR. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.

5. **PERSONNEL**

It is essential that the CONTRACTOR provides an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this CONTRACT.

6. **ASSIGNMENT AND DELEGATION**

CONTRACTOR may not assign any rights hereunder without the express, prior written consent of both parties.

7. **SUBCONTRACTORS**

The CONTRACTOR agrees and understands that no subcontract, which the CONTRACTOR enters into with respect to performance under this CONTRACT, shall in any way relieve the CONTRACTOR of any responsibility for performance of its duties.

8. **OFFSHORE PERFORMANCE OF WORK PROHIBITED**

Due to security and identity protection concerns, all services under this CONTRACT shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

9. **CANCELLATION FOR CONFLICT OF INTEREST**

The GOCYF/DSR may, by written notice to the CONTRACTOR, immediately cancel this CONTRACT without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the CONTRACT on behalf of the GOCYF/DSR is an employee or agent of any other party in any capacity or a consultant to any other party to the CONTRACT with respect to the subject matter of the CONTRACT. Such cancellation shall be effective when the parties to the CONTRACT receive written notice from the GOCYF/DSR, unless the notice specifies a later time.

10. **NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the CONTRACT shall not be construed as a waiver or relinquishment for the further performance of such provision.

11. **RIGHT TO ASSURANCE**

If the GOCYF/DSR in good faith has reason to believe that the CONTRACTOR does not intend to, or is unable to perform or continue performing under this CONTRACT, the GOCYF/DSR may demand in writing that the CONTRACTOR give a written assurance of intent to perform. Failure by the CONTRACTOR to provide written assurance within the number of days specified in the demand may, at the GOCYF/DSR's option, be the basis for terminating the CONTRACT.

12. **SUSPENSION OR DEBARMENT**

The GOCYF/DSR may, by written notice to the CONTRACTOR, immediately terminate this CONTRACT if the GOCYF/DSR determines that the CONTRACTOR has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a CONTRACT shall attest that the CONTRACTOR is not currently suspended or debarred. If the CONTRACTOR becomes suspended or debarred, the CONTRACTOR shall immediately notify the GOCYF/DSR.

13. **NON-AVAILABILITY OF FUNDS**

Every payment obligation of the GOCYF/DSR under this CONTRACT is conditioned upon the availability of funds appropriated or allocated for payment. If funds are not allocated and available for the continuance of this CONTRACT, the GOCYF/DSR may terminate this CONTRACT at the end of the period for which funds are available. No liability shall accrue to the GOCYF/DSR in the event this provision is exercised, and the GOCYF/DSR shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the CONTRACTOR in the execution of this CONTRACT.

14. **FORCE MAJEURE**

If either party hereto is delayed or prevented from the performance of any act required in this CONTRACT by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of and payment for such act will be excused for the period of the delay.

15. **NON-DISCRIMINATION**

The CONTRACTOR shall comply with all state and federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. 41, Chapter 9, Article 4 and Executive Order number 99-4, which mandates that all persons, regardless of race, color, religion,

sex, age, national origin or political affiliation, shall have equal access to employment opportunities. The CONTRACTOR shall take affirmative action to ensure that applicants for employment as well as employees are not discriminated against due to race, color, religion, sex, age, national origin or political affiliation.

16. **OWNERSHIP OF INFORMATION**

The GOCYF/DSR reserves the right to review and approve any publications funded or partially funded through this CONTRACT. All publications funded or partially funded through this CONTRACT shall recognize the GOCYF/DSR. The GOCYF/DSR shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this CONTRACT.

GOCYF/DSR and CONTRACTOR recognize that research resulting from this CONTRACT has the potential to become public information. However, prior to the termination of this CONTRACT, the CONTRACTOR agrees that no research-based data resulting from this CONTRACT shall be published or otherwise distributed in any form without the express written permission of the GOCYF/DSR.

17. **PRINTED MATERIAL**

It is agreed that any report or printed matter prepared and completed, by electronic means or otherwise, as a part of this CONTRACT is a work for hire and shall not be copyrighted by the CONTRACTOR. Any publicly printed material under this CONTRACT shall state "Thiswas supported by funds from the Arizona Head Start State Collaboration Office, through a grant from the Administration for Children and Families."

18. **ARBITRATION**

The parties to this CONTRACT agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.

19. **GOVERNING LAW**

This CONTRACT is made under, and is to be construed in accordance with, the laws of the GOCYF/DSR. In the event of litigation arising under, out of, or relating to, this CONTRACT, the GOCYF/DSR and CONTRACTOR hereby stipulate to the exclusive jurisdiction and venue of the Arizona Superior Court in Phoenix, Arizona.

20. **ENTIRE CONTRACT**

This CONTRACT and its Exhibits/Attachments constitute the entire CONTRACT between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by an amendment signed by all parties hereto in conformity with

Section 3(C) of this CONTRACT. The CONTRACTOR agrees to execute any such amendment within ten (10) business days of its receipt. All prior and contemporaneous contracts, representations, and understandings of the parties, oral or written, pertaining to the subject matter granted herein, are hereby void.

21. PARTIAL INVALIDITY

Any term or provision of this CONTRACT that is hereafter declared contrary to any current or future law, order, regulation or rule, which is otherwise invalid, shall be deemed stricken from this CONTRACT without impairing the validity of the remainder of this CONTRACT.

22. PARAGRAPH HEADINGS

The descriptive headings of this CONTRACT are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions in this CONTRACT.

23. NOTICES

Any and all notices, requests, demands or communications by either party to this CONTRACT, pursuant to or in connection with this CONTRACT shall be in writing and shall be delivered in person or shall be sent by the United States Postal Service, certified mail, return receipt requested, to the respective parties at the following addresses:

Correspondence to CONTRACTOR
Amy Corriveau
Deputy Associate Superintendent
Early Childhood Education
School Effectiveness Division
Arizona Department of Education
1535 W. Jefferson Bin #15,
Phoenix AZ 85007
Phone(602) 542-8706

Fax (602) 542-2730

Correspondence to GOCYF/DSR:
Connie Shorr
Head Start State Collaboration Director

Governor's Office for Children, Youth and
Families-Division for School Readiness
1700 W. Washington St., Suite. 101
Phoenix, AZ 85007
Phone (602) 542-3199

Fax (602) 542-4644

All communication between the CONTRACTOR and GOCYF/DSR shall be considered privileged and confidential, except as required by law.

24. INDEMNIFICATION CLAUSE

The parties to this CONTRACT agree that the GOCYF/DSR shall be indemnified and held harmless by the CONTRACTOR for the vicarious liability of the GOCYF/DSR as a result of entering into this CONTRACT. However, the parties further agree that the

GOCYF/DSR shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

25. INSURANCE REQUIREMENTS

The CONTRACTOR shall acquire and maintain general liability, worker's compensation, employer's liability insurance and such other types of insurance policies, with coverage and in liability amounts, satisfactory to GOCYF/DSR. Within ten (10) business days following execution of CONTRACT, the CONTRACTOR shall provide certificates of insurance to the GOCYF/DSR, clearly stating the applicable contract number, effective date(s) of coverage, and limits of liability required pursuant to this CONTRACT.

The insurance requirements herein are minimum requirements for this CONTRACT and in no way limit the indemnity covenants contained in this CONTRACT. The GOCYF/DSR in no way warrants that the minimum limits contained herein are sufficient to protect the CONTRACTOR from liabilities that might arise out of the performance of the work under this contract by the CONTRACTOR, its agents, representatives, employees or subcontractors, and CONTRACTOR is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR".*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this CONTRACT.

Combined Single Limit (CSL)

\$500,000

- a. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the CONTRACTOR, involving automobiles owned, leased, hired or borrowed by the CONTRACTOR".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease - Each Employee \$100,000

Disease - Policy Limit \$100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the CONTRACTOR.
- b. This requirement shall not apply to those exempt under A.R.S. 23-901: Separately, EACH CONTRACTOR or subcontractor exempt under A.R.S. 23-901, AND when such CONTRACTOR or subcontractor executes the appropriate waiver (Sole Proprietor/Independent CONTRACTOR) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim \$ 500,000

Annual Aggregate \$1,000,000

- a. In the event that the professional liability insurance required by this CONTRACT is written on a claims-made basis, CONTRACTOR warrants that any retroactive date under the policy shall precede the effective date of this CONTRACT; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this CONTRACT is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Work Statement of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the CONTRACTOR, even if those limits of liability are in excess of those required by this CONTRACT.
2. The CONTRACTOR's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the CONTRACTOR shall not be limited to the liability assumed under the indemnification provisions of this CONTRACT.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this CONTRACT shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) business days prior written notice has been given to the GOCYF/DSR. Such notice shall be sent directly to **Governor's Office for Children, Youth and Families, Procurement Manager, 1700 W. Washington St., Ste. 101, Phoenix, AZ 85007** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the GOCYF/DSR with an "A.M. Best" rating of not less than A- VII. The GOCYF/DSR in no way warrants that the above-required minimum insurer rating is sufficient to protect the CONTRACTOR from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** CONTRACTOR shall furnish the GOCYF/DSR with certificates of insurance (ACORD form or equivalent approved by the GOCYF/DSR) as required by this CONTRACT. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the GOCYF/DSR before work commences. Each insurance policy required by this CONTRACT must be in effect at or prior to commencement of work under this CONTRACT and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this CONTRACT, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this CONTRACT shall be sent directly to the **Governor's Office for Children, Youth and Families, Procurement Manager, 1700 W. Washington St., Ste. 101, Phoenix, AZ 85007**. The GOCYF/DSR project/contract number and project description shall be noted on the certificate of insurance. The GOCYF/DSR reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** CONTRACTORS' certificate(s) shall include all subcontractors as insureds under its policies or CONTRACTOR shall furnish to the GOCYF/DSR separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this CONTRACT shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal CONTRACT amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the CONTRACTOR or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the CONTRACTOR or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

26. **COMPLIANCE WITH APPLICABLE LAWS**

All parties to this CONTRACT shall comply with all applicable Federal, state and local laws.

27. **AUTHORITY TO EXECUTE THIS CONTRACT**

Each individual executing this CONTRACT on behalf of the CONTRACTOR represents and warrants that he or she is duly authorized to execute this CONTRACT.

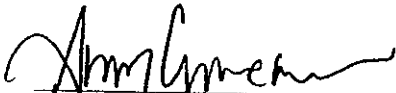
28. **COUNTERPARTS**

This CONTRACT may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one CONTRACT.

29. IN WITNESS WHEREOF, the parties hereto agree to execute this CONTRACT on July 1, 2008.

CONTRACTOR:

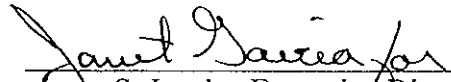
Arizona Department of Education
School Effectiveness Division
Early Childhood Education
1535 W. Jefferson Bin #15,
Phoenix AZ 85007



Amy Corriveau
Deputy Associate Superintendent
Early Childhood Education

GOCYF/DSR:

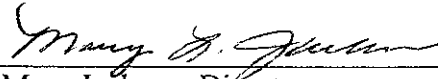
Governor's Office for Children, Youth and Families-Division for School Readiness
1700 W. Washington, Ste. 101
Phoenix, AZ 85007



Irene S. Jacobs, Executive Director
& Sr. Policy Advisor



Eva Lester, Director
Division for School Readiness



Mary Jackson, Director
Division of Finance and Administration